

CONTRACT

**CITY OF WEST ALLIS
2020 PROJECT NO. 7
STREET CONSTRUCTION, PAVEMENT MARKING & UTILITY ADJUSTMENTS**

THIS AGREEMENT made this 8th day of June, 2020
by and between Stark Pavement Corporation

hereinafter called the Contractor, and the City of West Allis, hereinafter called the City,

WITNESSETH:

THAT, WHEREAS, The City intends to complete the asphalt resurfacing of the pavement including the cracking and seating of the pavement, pavement milling, with miscellaneous driveway and sidewalk repair, pavement marking and utility adjustments in:

**West Cleveland Avenue from South 72nd Street to South 76th Street
South Wollmer Road from West National Avenue to West Oklahoma Avenue**

PLAN FILE NOS. SP-1247, SP-1260, X-902, X-905

WHEREAS, The Contractor has offered by proposal, in writing, to the Board of Public Works of the City, for furnishing the material, labor, tools, equipment, services and everything necessary for the proper construction and completion in a workmanlike manner of the work herein described for the City, for the price and within the time specified and according to the Contract Documents, and the City has awarded the work to the Contractor according to law.

NOW, THEREFORE, In consideration of the City paying to the Contractor for the performance of the aforesaid work according to the following prices, the Contractor, for himself, his heirs, executors and administrators, or for itself and its successors, as the case may be, hereby covenants and agrees to and with the City as follows:

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ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL
1.	Borrow Excavation	12	cu. yds.	\$77.35	\$928.20
2.	Sodding	150	sq. yds.	\$30.00	\$4,500.00
3.	Asphalt/Concrete Sawing	2,610	lin. ft.	\$2.50	\$6,525.00
4.	Curb Removal	330	lin. ft.	\$6.00	\$1,980.00
5.	Walk & Drive Removal	690	sq. ft.	\$1.25	\$862.50
6.	Pavement Removal	480	sq. yds.	\$9.25	\$4,440.00
7.	5" Concrete Sidewalk	590	sq. ft.	\$8.30	\$4,897.00
8.	7" Concrete Walk & Drive	100	sq. ft.	\$9.30	\$930.00
9.	25" Concrete Curb & Gutter	330	lin. ft.	\$39.40	\$13,002.00
10.	Pavement Ties	810	each	\$9.00	\$7,290.00
11.	Base Preparation	18	stations	\$222.00	\$3,996.00
12.	8" Concrete Base	850	sq. yds.	\$42.00	\$35,700.00
13.	Base Aggregate Dense, 1¼"	50	tons	\$21.20	\$1,060.00
14.	Crack and Seat Concrete Pavement	11,710	sq. yds.	\$0.80	\$9,368.00
15.	Asphaltic Surface Patching	140	tons	\$87.00	\$12,180.00
16.	Pavement Milling	7,100	sq. yds.	\$3.00	\$21,300.00
17.	Tack Coat	915	gallons	\$2.35	\$2,150.25
18.	Hot Mix Asphalt Pavement (Type LT 58-28 S)	1,742	tons	\$62.50	\$108,875.00
19.	Pvmt Mark., Gr. Pref. Thermo., Bike Lane Symbol, Straight Arrow	8	units	\$845.00	\$6,760.00
20.	Rebuild 42" Dia. Storm Structure (7)	15.5	vert. ft.	\$750.00	\$11,625.00
21.	Miscellaneous Storm Structure Inside Repair	3	units	\$500.00	\$1,500.00

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ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL
22.	Rebuild 42" Dia. Sanitary Manhole (1)	2	vert. ft.	\$1,200.00	\$2,400.00
23.	Install Internal Sanitary Manhole Seals	1	unit	\$250.00	\$250.00
24.	Storm Manhole Frames with 8-Hole Lids	10	units	\$550.00	\$5,500.00
25.	Curb Type Catch Basin Frames and Grates	5	units	\$700.00	\$3,500.00
26.	Sanitary Manhole Frames W/ Solid Gasketed Lids	1	units	\$600.00	\$600.00
27.	Adjust Storm Manhole Frames	10	each	\$550.00	\$5,500.00
28.	Adjust Catch Basin Frames	5	each	\$450.00	\$2,250.00
29.	Adjust Sanitary Manhole Frames	1	each	\$1,000.00	\$1,000.00
30.	Adjust Water Valve Boxes	6	each	\$350.00	\$2,100.00
31.	Inlet Protection Barriers	16	units	\$55.00	\$880.00
32.	Manhole Protection Barriers	11	units	\$350.00	\$3,850.00
33.	Traffic Control	1	lump sum	\$3,750.00	\$3,750.00
				TOTAL BID	\$ 291,448.95

The foregoing totals shall be the basis for establishing the amount of the performance bond and is not to be construed to be a lump sum contract price. The foregoing quantities of the unit price items are approximate only and it is understood and agreed that payment will be made only on the actual quantities of work completed in place, measured on the basis defined in the contract documents and at the unit prices stated above.

CONSTRUCTION BY CONTRACTOR

PLANS AND SPECIFICATIONS PART OF THE CONTRACT

1. The Contractor agrees to provide certain material, all labor, tools, equipment and services and to do all things necessary for the proper construction and completion in a workmanlike manner of the work hereinbefore described and in conformity with the contract documents which include the (a) Notice to Contractors; (b) Instructions to Bidders; (c) General Conditions; (d) Specifications; (e) Special Provisions; (f) Proposals; (g) Plans; (h) Schedule of Fixed Prices; (i) Supplemental Agreements; (j) all addenda, and (k) Technical Requirements, which Contract Documents are hereby made a part of this contract as though set forth herein in full.

Specifications for Sewer and Water Construction in Wisconsin, 6th Ed., December 22, 2003, and addenda, are included by reference as part of the contract and are on file in the office of the City Engineer. In the event that any provision in any of the above Specifications conflicts with any provision in any other Contract Document, the provision in the Contract Document shall govern.

PERSONAL ATTENTION

CONTRACTOR NOT TO ASSIGN UNLESS WRITTEN CONSENT

2. The Contractor shall exercise, for the City's benefit, its best knowledge and skill and give its personal attention constantly to the faithful prosecution of the work and shall not assign by power of attorney or otherwise this contract or any interest therein or sublet any part of the work without the consent in writing of the Board of Public Works of said City. If the Contractor shall so assign or sublet without such written consent, then the Common Council of the City shall have the right in its discretion to rescind this contract and declare the same null and void and to relet the said work to some competent party; and the Contractor shall be liable to said City for such damages as the Common Council of the City shall determine, which determination thereof shall be final and conclusive on the parties hereto.

STARTING AND COMPLETION

3. The Contractor agrees to commence work under this contract within ten (10) days of the date to be specified in a written notice to proceed from the City and to complete all work included in this contract to the point of final acceptance by the City within the time limits prescribed in the Special Provisions.

LIQUIDATED DAMAGES

4. The Contractor further covenants and agrees that the time limit for the completion of the work herein provided for is of the essence of this contract, and in case the Contractor shall fail to complete the work hereunder within the time aforesaid, the Contractor agrees to pay to the City the sum prescribed in the Special Provisions for each and every day the time consumed in said performance and completion exceeds the time hereinbefore allowed for that purpose, which said sum in view of the difficulty in ascertaining the loss which the City will suffer by reason of delay in the performance of the work hereunder is hereby agreed upon, fixed, and determined by the parties hereto as liquidated damages that the City will suffer by reason of said delay and default and not as a penalty and the City may deduct and retain the amount of such liquidated damages out of the moneys which may be due or become due under this contract.

It is hereby further agreed that the determination and acceptance by the City of the liquidated damages for the delay in the completion of the work shall be in addition to any other damages that the City may sustain by reason of any other breach of this contract.

CITY MAY RELET FOR IMPROPER PERFORMANCE

5. In case of improper or imperfect performance of the work herein specified by the Contractor in the event of written consent by the City, the City may suspend said work and order the entire reconstruction of the whole or any part or may, at its option, relet such partial or entire work to another competent party. The City may do likewise in case said work shall not be prosecuted with such diligence and with such number of men as to insure its completion within the time limited herein, or may employ men and secure material for the completion of the same and charge the cost thereof to the Contractor which sum may be deducted from any balance due the Contractor and without waiver of any rights of the City with respect to liquidated damages for the delay and completion of the work or for actual damages of the breach of any other part of this contract to be performed by said Contractor.

CONTRACTOR TO HOLD CITY HARMLESS FOR INJURIES OR DAMAGES TO THIRD PERSONS

6. The said Contractor further covenants and agrees to and with the City of West Allis that in the performance of this contract it will put up and maintain such barriers and lights as will effectively prevent the happening of any accident in consequence of any depressions, holes, or the accumulation of any obstruction or hazards of any nature whatsoever, made or suffered upon the premises, public sidewalks, highways or areas within the immediate vicinity of said construction; Contractor further covenants and agrees to indemnify and hold harmless the City against any and all claims and losses which arise as a result of any negligence, acts or omissions from the performance of the duties, work or service in

connection with said project, excepting those claims or losses which are a direct result of the "active" or "sole" negligence of the City; and that Contractor covenants and agrees that it shall and does hereby assume such liabilities and will pay on demand any and all damage or damages occasioned as above specified.

CONTRACTOR TO SAVE CITY HARMLESS FOR CLAIMS OF SUBCONTRACTORS.
SECS. 779.14 & 779.15, STATS.

7. It is Further Understood and Agreed that the Contractor shall save the City harmless from all claims or demands of any subcontractor employed by the Contractor or from any claims or demands of any person, firm or corporation furnishing any material, apparatus, fixtures, services, machinery or labor to the Contractor herein for the doing of the work referred to herein and of whatsoever kind or nature referred to and established by sec. 779.15, Stats., and Acts supplementary thereto.

CONTRACTOR TO PAY ALL CLAIMS FOR WORK UNDERTAKEN BY SURETY.
SEC. 779.14, STATS.

8. It Is Further Understood and Agreed that the Contractor shall pay all claims for work and labor performed and materials furnished in or about the work herein referred to, and the Contractor shall pay to each and every person or party entitled thereto all claims for work or labor performed and materials furnished for or in or about said building or under this contract and it is understood and agreed that the liability of the Contractor under this contract and undertaking thereon shall continue and remain in force for a period of one year after the completion and acceptance of said contract as provided in sec. 779.14, Stats., and Acts supplementary thereto.

INDEMNIFYING AGREEMENT

9. To the fullest extent allowable by law, Contractor hereby indemnifies and shall defend and hold harmless the City of West Allis, its elected and appointed officials, officers, employees or authorized representatives or volunteers and each of them from and against any and all suits, actions, legal or administrative proceedings, claims demands, damages, liabilities, interest, attorneys' fees, costs, and expenses of whatsoever kind or nature whether arising before, during, or after completion of the work hereunder and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of Contractor or of anyone acting under its direction or control or on its behalf in connection with or incident to the performance of this Agreement. Contractor's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability caused by the sole fault, sole negligence, or willful misconduct of the City of West Allis, or its elected and appointed officials,

officers, employees or authorized representatives or volunteers. This indemnity provision shall survive the termination or expiration of this Agreement.

In any and all claims against the City of West Allis, its elected and appointed officials, officers, employees or authorized representatives or volunteers by an employee of Contractor, any subcontractor, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under worker's compensation, disability benefit, or other employee benefit laws.

No provision of this indemnification clause shall give rise to any duties not otherwise provided for by this Agreement or by operation of law. No provision of this indemnity clause shall be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to the City of West Allis, its elected and appointed officials, officers, employees or authorized representatives or volunteers under this or any other contract. This clause is to be read in conjunction with all other indemnity provisions contained in this Agreement. Any conflict or ambiguity arising between any indemnity provisions in this Agreement shall be construed in favor of indemnified parties except when such interpretation would violate the laws of the state in which the job site is located.

Contractor shall reimburse the City of West Allis, its elected and appointed officials, officers, employees or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any received by the City of West Allis, its elected and appointed officials, officers, employees or authorized representatives or volunteers.

DAMAGES TO CITY

10. If, upon any adjustment or determination of damages by the Common Council of the City of West Allis, said damages should exceed the amount due from the City to the Contractor, then in that case the Contractor covenants and agrees to pay the same to the said City on demand.

ESTIMATES OF WORK DONE AND ACCEPTANCE, SEC. 66.0901(9)(b), STATS.

11. The City hereby reserves the right to accept and make use of any portion of said work before the completion of the entire work without invalidating this Contract or binding itself to accept the remainder of the work or any portion thereof, whether completed or not. The Contractor shall prepare and present a schedule of materials delivered and work performed to the City Engineer. The City Engineer shall verify the schedule of work

completed and materials furnished by actual inspection and shall then make, in writing, an approximate estimate of the amount of work done, and materials furnished and the value thereof, according to the terms of this contract. Said estimate shall be made only when the work progresses in accordance with the provisions of this contract, drawings, plans and specifications. The Common Council, upon recommendation of the Board of Public Works, shall grant to the Contractor the estimate of the amount and proportionate value of the work done, which shall entitle the Contractor to receive the amount thereof, less the retainage. The retainage shall be an amount equal to 10% of said estimate until 50% of the work has been completed. At 50% completion, further partial payment shall be made in full to the Contractor and no additional amount shall be retained unless the City Engineer certifies that the job is not proceeding satisfactorily, but amounts previously retained shall not be paid to the Contractor. At 50% completion or at any time thereafter when the progress of the work is not satisfactory, additional amounts may be retained but in no event shall the total retainage be more than 10% of the value of the work completed. When the work has been substantially completed, according to the plans and specifications, except for work which cannot be completed because of weather conditions, lack of materials or other reasons which in the judgment of the Board of Public Works are valid reasons for non-completion, the Board of Public Works may recommend to the Common Council that the City make additional payments, retaining at all times an amount sufficient to cover the estimated cost of the work still to be completed or in the alternative pay out the entire amount retained and receive from the Contractors guarantees in the form of a bond or other collateral sufficient to insure completion of the job.

ACCEPTANCE AND PAYMENT OF WORK

12. The City of West Allis hereby covenants and agrees to and with the said Contractor, that upon completion of said work according to the drawings, plans and specifications and the true intent and meaning of this contract and after acceptance of the work by the Common Council of the City of West Allis, the City of West Allis will pay or cause to be paid to said Contractor or its lawful assigns if consent thereto is given in writing, the balance due said Contractor after deducting all adjustments, damages or credits due the said City. The said Contractor agrees to surrender before the payment of said balance all satisfactions of any and all lien claims of whatever nature, together with releases and satisfactory evidence of releases of any and all claims of whatever nature in favor of any subcontractor, material man, laborer or person loaning or furnishing equipment or services of any nature to the effect that such persons have been fully paid or are no longer entitled to such lien or claim for lien.

CHANGED CONDITIONS

13. If the Contractor encounters physical conditions at the site of the work of an unusual nature, differing materially from those which might be reasonably encountered and generally recognized as inherent in work of the character provided for, or implied in the Plans and Specifications, he shall promptly and before such conditions are unduly disturbed notify the City Engineer, in writing, of his intention to claim an adjustment in compensation. The City Engineer shall thereupon promptly investigate the conditions and, if he finds that such conditions do so materially differ and cause an increase or decrease in the cost of the contract or in the time required for performance of the contract, the contract will be modified, in writing, and an equitable adjustment made in accordance with the contract unit price, fixed extra price or time and material, as the case may be.

If the Contractor fails to give the City Engineer written and timely notice of his intention to claim an adjustment in compensation, as herein before provided, and to afford the City Engineer the opportunity to investigate any changed conditions claimed before they are unduly disturbed, the claim may be denied by the Board of Public Works.

GUARANTEE

14. All work shall be and is guaranteed to a period of one year from and after the completion date of the work. For purposes of this contract, the completion date is the date certified by the City Engineer. If, within said guarantee period, repairs or changes are required in connection with the work, which, in the opinion of the City Engineer, is rendered necessary as the result of the use of materials, equipment or workmanship which are inferior, defective or not in accordance with the terms of the contract, the Contractor shall promptly, upon receipt of the notice from the City Engineer, and without expense to the City, restore the work to a satisfactory condition, correct all defects, make good all damage to the structure, site or contents thereof, which damage, in the opinion of the City Engineer, results from the use of such inferior or defective materials, equipment or workmanship.

If, within ten (10) days after notice, the Contractor fails to comply with the terms of any guarantee herein contained, the City may have the defects corrected and the Contractor or his surety shall be liable for all expenses incurred; except, when, in the opinion of the City Engineer, delay in correcting the defects would cause serious cost or damage, repairs may be made by the City without notice being given to the Contractor and the Contractor shall pay the cost thereof.

All special guarantees or warranties applicable to specific parts of the work, as may be stipulated in the Contract Documents, shall be subject to the terms of this paragraph during the one-year guarantee period. All special guarantees and manufacturers warranties shall be delivered to the City Engineer before shop drawings on items of major equipment are approved, guarantees and warranties for other

items shall be furnished prior to the acceptance of the work.

15. Nothing contained in the contract herein shall be construed to prevent the Board of Public Works or the Common Council from extending the time to complete the work under this contract and this contract is signed by the respective parties and the surety with the understanding that such extension of time may be given when considered proper, and shall not be deemed a modification or a change affecting the liability of the surety.

CHANGE OF MATERIAL

16. It is further agreed that any change of material different from that specified in the specifications shall, when agreed upon by the Contractor and Common Council in writing, be accepted by all parties in lieu of that so changed and shall in no way be considered as changing said contract, but all parties including the surety signing this contract do so with the knowledge that such changes are likely to be made.

DELAYS

17. The City shall not be liable to the Contractor and/or any subcontractor for claims or damages or monetary claims of any nature caused by or arising out of delays from any cause whatsoever, including but not limited to any time which may be specified for the notice to proceed under this contract. The sole remedy against the City for delays shall be the allowance to claimant of additional time for completion of work, the amount thereof to be reasonable as determined by the City Engineer.

IN WITNESS WHEREOF, The parties hereto have executed this instrument under their several seals, on the day and year first above written, the name and corporate seal of each corporate party hereto affixed and this instrument duly signed by its duly authorized representative.



Stark Pavement Corp (Seal)

Contractor

2845 W Burling Rd
Brookfield WI 53005 (Seal)

Business Address

By: [Signature] (Seal)
Signature & Title

By: _____ (Seal)
Printed

By: _____ (Seal)
Signature & Title

By: _____ (Seal)
Printed



CORPORATE CERTIFICATE

I, Thomas Skelton, certify, that I am the Secretary of the Corporation named as Contractor herein; that Kirt Haggard who signed this contract on behalf of the Contractor, was then President of said Corporation; and that such contract was duly signed for and in behalf of said Corporation by authority of its governing body.

[Handwritten Signature]

Signature



Witness:

CITY OF WEST ALLIS

_____ by _____ Date: _____

Mayor

_____ Date: _____

City Administrator

Countersigned at West Allis this _____ day of _____, 20____,

and I hereby certify that provision has been made to pay the liability that will accrue under this contract by the City of West Allis.

Finance Director/Comptroller/Treasurer

Approved as to form this _____ day of _____, 20____.

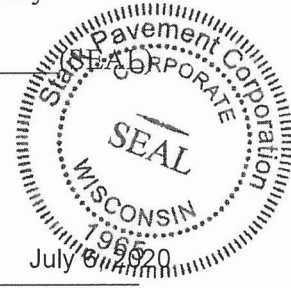
City Attorney

CORPORATE CERTIFICATE

I, Thomas Skelton, certify, that I am the Secretary of the Corporation named as Contractor herein; that Kirt Haggard who signed this contract on behalf of the Contractor, was then President of said Corporation; and that such contract was duly signed for and in behalf of said Corporation by authority of its governing body.

[Signature]

Signature



Witness:

CITY OF WEST ALLIS

[Signature]

by

Mayor

Date:

July 6, 2020

[Signature]

Date:

July 6, 2020

City Administrator

Countersigned at West Allis this 2nd day of July, 2020,

and I hereby certify that provision has been made to pay the liability that will accrue under this contract by the City of West Allis.

[Signature]

Finance Director/Comptroller/Treasurer

Approved as to form this 2nd day of July, 2020.

[Signature]

City Attorney

STATE OF WISCONSIN)
) SS.
MILWAUKEE COUNTY)

Kirt Haggard, an officer of
(Affiant)

Stark Pavement Corporation, to wit, its

President, being first duly sworn on oath, says:
(Title)

That Stark Pavement Corporation has no contractual
(Name of Contractor)

relationships whatsoever, either direct or indirect, with any officer, agent or employee of the City of West Allis, Wisconsin; nor has any officer, agent or employee of said City any financial interest either direct or indirect, present or prospective, absolute or conditional in the contract to which this bond pertains, as this affiant well knows.

Dated at _____, Wisconsin, this 4th day of June, 20 20.



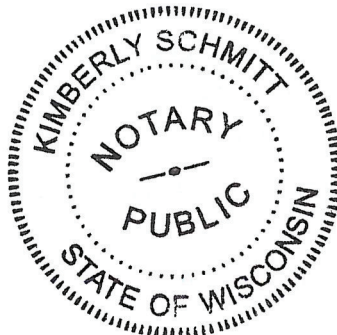
Kirt Haggard
(Affiant)

President
(Title)

Subscribed and sworn to before me

this 4th day of June, 2020.

Kimberly Schmitt
Notary Public



My Commission Expires: 1/17/2022

NOTE: Affidavit must be executed by person who signs contract.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS That:

Stark Pavement Corporation

(Name of Contractor)

12845 W. Burleigh Rd., Brookfield WI 53005

(Address of Contractor)

a Corporation

(Corporation, Partnership or Individual)

hereinafter called Principal, and Merchants Bonding Company (Mutual)

(Name of Surety)

PO Box 14498, Des Moines IA 50306

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

City of West Allis

(Name of Owner)

7525 West Greenfield Avenue, West Allis, WI 53214

(Address of Owner)

hereinafter called Owner, in the penal sum of Two Hundred Ninety-One Thousand, Four Hundred Forty-eight and 95/100 Dollars (\$291,448.95)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION Is such that whereas, the Principal entered into a certain contract with the Owner dated the 8th day of June, 2020, a copy of which is hereto attached and made a part hereof for the construction of:

2020 Project No. 7 – Street Construction, Pavement Marking & Utility Adjustments

NOW, THEREFORE, If the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise, to remain in full force and effect.

PROVIDED FURTHER, That the said Surety, for value received hereby, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED FURTHER, That no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder whose claim may be unsatisfied.

IN WITNESS WHEREOF, This instrument is executed this 8th day of June, 20 20.

Stark Pavement Corporation (SEAL)
Principal
By: [Signature]
Vice President

Title
12845 W. Burleigh Rd., Brookfield WI 53005

Address

Merchants Bonding Company (Mutual)

Surety

PO Box 14498, Des Moines IA 50306

Surety - Contract Mailing Address

By: [Signature]
Attorney in Fact or Agent



Surety Witnesses:

[Signature]

[Signature]

NOTE: The affidavit on the following page must be properly executed before this bond will be approved. Date of bond must not be prior to date of contract. If Contractor is Partnership, all partners shall execute bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list and be authorized to transact business in the state where the project is located.

AFFIDAVIT
(With Performance Bond)

STATE OF WISCONSIN)
) SS.
MILWAUKEE COUNTY)

Debra A. Hinkes, being

first duly sworn, on oath deposes and says that he/she is _____

Attorney-in-Fact

(attorney in fact)

(or agent)

of Merchants Bonding Company (Mutual)

(Bonding Company)

and is duly authorized to sign for and on behalf of said company,

surety on the attached contract, executed by Stark Pavement Corporation

(Contractor)

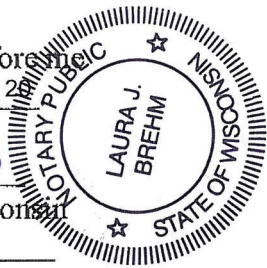
Affiant further deposes and says that no City official or employee of the City of West Allis has any interest, directly or indirectly, or is receiving any premium, commission, fee or other thing of value, on account of the sale or furnishing of this bond, undertaking or contract of indemnity, guaranty or suretyship, in connection with the above mentioned contract.

Debra A. Hinkes

(Signature)

Subscribed and sworn to before me on
this 8th day of June, 2021

Laura J. Brehm
Notary Public, State of Wisconsin
My Commission: 08/14/2021



PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS That:

Stark Pavement Corporation

(Name of Contractor)

12845 W. Burleigh Rd., Brookfield WI 53005

(Address of Contractor)

a Corporation

(Corporation, Partnership or Individual)

hereinafter called Principal, and Merchants Bonding Company (Mutual)

(Name of Surety)

PO Box 14498, Des Moines IA 50306

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

City of West Allis

(Name of Owner)

7525 W. Greenfield Ave., West Allis WI 53214

(Address of Owner)

hereinafter called Owner, in the penal sum of Two Hundred Ninety One Thousand Four Hundred Forty

Eight dollars & 95/100--- dollars (\$ 291,448.95)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION Is such that whereas, the Principal entered into a certain contract with the Owner dated the 8th day of June, 20 20, a copy of which is hereto attached and made a part hereof for the construction of:

2020 Project No. 7, Street Construction, Pavement Marking & Utility Adjustments

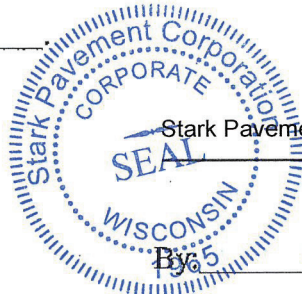
NOW, THEREFORE, If the Principal shall promptly make payment to all persons, firms, subcontractors and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said for, and for all labor performed in such work, whether by subcontractor or otherwise, then this obligation shall be void; otherwise, to remain in full force and effect.

PROVIDED FURTHER That the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED Further That no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder whose claim may be unsatisfied.

IN WITNESS WHEREOF, This instrument is executed this the 8th day of _____

June, 2020



Stark Pavement Corporation

(SEAL)

Principal

By: [Signature]

Vice President

Title

12845 W. Burleigh Rd., Brookfield WI 53005

Address

Surety Witnesses:

Merchants Bonding Company (Mutual)

Surety

[Signature]

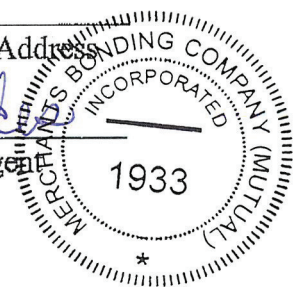
PO Box 14498, Des Moines IA 50306

Surety - Contract Mailing Address

[Signature]

By: [Signature]

Attorney in Fact or Agent



NOTE: The affidavit on the following page must be properly executed before this bond will be approved. Date of bond must not be prior to date of contract. If Contractor is Partnership, all partners shall execute bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list and be authorized to transact business in the state where the project is located.

MERCHANTS
BONDING COMPANY
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Debbra A Hinkes; Pamela M Hineman; Robert M Tortelli

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 11th day of February, 2020.

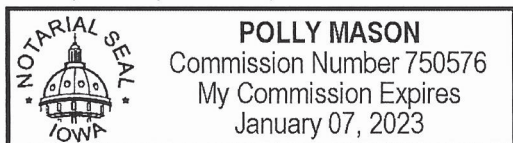


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 11th day of February 2020, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Polly Mason
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 8th day of June, 2020.



William Warner Jr.
Secretary